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EMBARQ

November 16, 2006

COPY

Embarq Corporation
Mailstop: NCWKFR0313
14111 Capital Boulevard
Wake Forest, NC 27587-5900
EMBARQ.com

Mr. Doug Pratt
Telecommunications Advisor
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

2006-366-C

ed: D. Decker

SA-075

11-19-06

11:50

RE: INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT BETWEEN
UNITED TELEPHONE COMPANY OF THE CAROLINAS D/B/A EMBARQ AND
ACCESS POINT, INC.

Dear Mr. Pratt:

United Telephone Company of the Carolinas ("Embarq") and Access Point, Inc. ("Access Point") hereby submit their Interconnection, Collocation and Resale Agreement for the State of South Carolina with an effective date of October 30, 2006, for approval by the Public Service Commission of South Carolina. Please note that this agreement consists of a 3-page document which identifies the parties and adopts the terms and conditions of another agreement which was approved by the Commission in Docket No. 2004-119-C.

Embarq and Access Point respectfully request that the Commission approve this agreement. Under cover of this letter, a copy of the agreement is being served upon Access Point.

Embarq is represented in this matter by Mr. Scott Elliott, Elliott & Elliott, P.A., 721 Olive Street, Columbia, South Carolina 29205 (803-771-0555). Please contact either Mr. Elliott or me if there are any questions.

Sincerely yours,

Jack H. Derrick

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PSC SC
MAIL / DMS

JHD:cwm

Enclosures

Jack H. Derrick
SENIOR ATTORNEY
Voice: (919) 554-7621
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jack.derrick@EMBARQ.com

Copy: Mr. Richard Brown
Chief Executive Officer
Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511

Mr. Scott Elliott
Attorney at Law
Elliott & Elliott, P.A.
721 Olive Street
Columbia, South Carolina 29205

Ms. Cheryl Sweitzer
Manager Regulatory Affairs
Embarq Corporation
14111 Capital Boulevard
Wake Forest, North Carolina 27587-5900



**INTERCONNECTION, COLLOCATION and RESALE AGREEMENT
FOR THE STATE OF SOUTH CAROLINA**

BETWEEN

Access Point, Inc.

AND

United Telephone of the Carolinas d/b/a Embarq

Effective: October 30, 2006

Expires: April 24, 2007

INTERCONNECTION, COLLOCATION and RESALE AGREEMENT

This Interconnection and Collocation Agreement ("Agreement") is entered into by between Access Point, Inc., ("CLEC") and United Telephone of the Carolinas d/b/a Embarq ("Embarq"), hereinafter referred to as "the Parties", to establish the rates, terms and conditions for local interconnection, local resale and purchase of unbundled network elements for the State of South Carolina.

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

- 1.1. The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection, Collocation and Resale Agreement for the State of South Carolina entered into by and between Embarq and Granite Telecommunications, LLC ("Adopted Agreement"), and amendments as noted herein.
- 1.2. For the purposes of this Agreement, Access Point, Inc. is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. United Telephone of the Carolinas, formerly doing business as "Sprint" and now doing business as "Embarq" shall remain as the other Party to the Agreement.
- 1.3. Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control
- 1.4. The Parties agree that this Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and Embarq pertaining to the subject matter hereof.

2. TERM

- 2.1. This Agreement shall be in force and become effective October 30, 2006.
- 2.2. This Agreement shall have an expiration date of April 24, 2007 which corresponds with the expiration date of the Adopted Agreement.

3. GENERAL

- 3.1. Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 3.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

4. **NOTICES**

- 4.1. Except as otherwise provided, all notices and communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, addressed as follows:

To CLEC:

Richard Brown, CEO
1100 Crescent Green, Suite 109
Cary, North Carolina 27511

To Embarq:

William E. Cheek
President, Wholesale Markets
KSOPKB0502 - 561
9300 Metcalf
Overland Park, Kansas 66212

IN WITNESS WHEREOF, Embarq and CLEC have caused this Agreement to be executed by its duly authorized representatives.

CLEC: ACCESS POINT, INC.

By: Richard E. Brown

Name: Richard Brown, CEO

Date: 10/25/06

EMBARQ:

By: William E. Cheek

Name: William E. Cheek
President, Wholesale Markets

Date: 11/6/06